

Exhibit Q

Deposition of Stephen Bradley

Page 1		Page 3	
1	IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO	1	INDEX
2		2	TRANSCRIPT OF PROCEEDINGS
3	RUBEN ESCANO,	3	TESTIMONY OF STEPHEN BRADLEY
4	Plaintiff,	4	Direct Examination by Mr. Escano
5	vs.	5	
6	CASE NO.: 2:22-cv-00360-DHU-GJF	6	CERTIFICATE OF REPORTER
7	RCI, LLC, a Delaware Corporation, et al.,	7	ERRATA SHEET
8	Defendants.	8	CONCORDANCE
9		9	
10	* * * * *	10	* * * * *
11		11	EXHIBITS
12	VIDEOTAPED DEPOSITION OF: STEPHEN BRADLEY	12	NO. DESCRIPTION PAGE
13		13	1 Bradley Corporation Of Winter Park Printout 30
14	Taken on Behalf of the Plaintiff	14	2 01-07-2018 Dispute Summary 35
15	DATE: September 25, 2023	15	3 03-19-2018 Dispute Summary 36
16	TIME: 10:05 a.m. - 4:21 p.m.	16	4 Florida DBPR Page 51
17	PLACE: Court Reporting Specialists 37 North Orange Avenue Suite 500 Orlando, Florida 32801	17	5 File No: 1:16-CV-08 Amended Complaint & Jury Demand 68
18		18	6 Proof Of Service 69
19	Examination of the witness taken before:	19	7 Defendant Timescape Resorts, LLC's Answers And Objections To Plaintiff's First Interrogatories 90
20	SHARON A. SNELL, Court Reporter and Notary Public Court Reporting Specialists, LLC 707 Mabbette Street Kissimmee, Florida 34741	20	8 Sales Agreement 92
21		21	9 Independent Contractor, Broker, Sub-Broker Or Solicitor Tour Compensation Agreement 140
22		22	
23	* * * * *	23	
24		24	* * * * *
25		25	
26		26	
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1	APPEARANCES:	1	WHEREUPON,
2	RUBEN ESCANO, PRO SE 2311 Ranch Club Road Suite #2-180 Silver City, New Mexico 88061 201-527-8938 rubenescano@gmail.com	2	THE FOLLOWING PROCEEDING WAS HELD:
3		3	THE VIDEOGRAPHER: Good morning. We are now on
4		4	the record. Today is Monday, September 25, 2023. The
5		5	approximate time is 10:05 a.m. This is the video
6	BRIAN R. CUMMINGS, ESQUIRE Stinson, LLP 100 South Ashley Drive Suite 500 Tampa, Florida 33602 813-534-7334 brian.cummings@stinson.com	6	deposition of Stephen Bradley taken in the matter of
7		7	Escano versus RCI, LLC.
8	On behalf of Defendants Stephen Bradley and Timescape Resorts, LLC.	8	Will counsel please identify themselves for
9		9	the record after which our court reporter, Miss Sharon
10	MARTY A. STONE, ESQUIRE Law Office of M.A. Stone, LLC 14142 Amelia Island Way Orlando, Florida 32828-4808 321-443-4643 mstone@maslaw.net	10	Snell, will administer the oath to the witness?
11		11	MR. ESCANO: I am Ruben Escano. I'm the
12	On behalf of Defendants Stephen Bradley and Timescape Resorts, LLC.	12	self-represented plaintiff in the case.
13		13	MR. CUMMINGS: I am Brian Cummings with Stinson,
14		14	LLP. I represent Timescape Resorts, LLC and Stephen
15	JOSEPH C. WYLIE, ESQUIRE K&L Gates, LLP 70 West Madison Street Chicago, Illinois 60602-4207 312-807-4439 joseph.wylie@klgates.com	15	Bradley.
16		16	MR. STONE: Marty Stone, outside general counsel
17	On behalf of Defendant RCI, LLC Corporation. (Via telephone)	17	to Timescape Resorts, LLC and Stephen Bradley.
18		18	MR. WYLIE: This is Joseph Wylie, K&L Gates on
19	ALSO PRESENT:	19	behalf of RCI, LLC.
20	FRED GARTRELL, VIDEOGRAPHER	20	WHEREUPON,
21		21	STEPHEN BRADLEY
22		22	having been first duly sworn, was examined and testified
23		23	as follows:
24		24	THE WITNESS: I do.
25		25	DIRECT EXAMINATION

<p>1 Q. So it sounds like that was something like a 2 consultant that was working with you?</p> <p>3 A. I can't remember if he was working for me or 4 working for Bravo.</p> <p>5 Q. Okay. Let's move to Page 5, Paragraph H. I'll 6 give you an opportunity to read that to yourself, Mr. 7 Bradley.</p> <p>8 A. Okay.</p> <p>9 Q. Did -- so this contract, so this section says both 10 parties shall agree from time to time in writing on the tour 11 qualifications. Did that happen?</p> <p>12 A. No.</p> <p>13 Q. Why not?</p> <p>14 A. Just one of those things you put in agreements and 15 there's never a need to go back to it.</p> <p>16 Q. Okay. And what does a qualified tour mean?</p> <p>17 A. Our -- it says by TR in the past. Our 18 qualifications are typically 25 to 65. If you're married, 19 you have to tour with your spouse. You have to have a 20 personal ID and a major credit card.</p> <p>21 Q. Okay. So not anyone can just be at the sales 22 presentation. It has to be -- there's certain 23 qualifications, age qualifications that you have to meet?</p> <p>24 A. Yes.</p> <p>25 Q. And you mentioned the Calypso Escapes brand, you</p>	<p>Page 121</p> <p>1 memberships were sold at these sales presentations?</p> <p>2 A. No.</p> <p>3 Q. No? Were they sold at the Calypso Cay?</p> <p>4 A. Well, the way you're phrasing the question, RCI 5 memberships were never sold. The RCI membership was sort of 6 an impertinent -- a pertinence to owning at the Calypso Cay 7 Vacation Villas. So it was not something that the owner 8 even paid for. It was part of the membership and necessary 9 for the rules and regulations of the reservation system to 10 work.</p> <p>11 Q. So was it a requirement or it was a piece of the 12 Ascendant Holidays membership?</p> <p>13 A. I just spoke about Timescape Resorts interval 14 ownership. In order for the rules, the reservation rules to 15 work, there has to be an ability to use memberships at 16 Calypso Cay Vacation Villas to travel in an external 17 exchange network. So the memberships weren't sold. You 18 were enrolled as a member if you purchased at Ascendant 19 Holidays or at Timescape Resorts.</p> <p>20 Q. And whether they purchased from Ascendant Holidays 21 or Timescape Resorts, that enrollment with RCI has a annual 22 fee with it; is that true?</p> <p>23 A. I -- I can speak to the Timescape Resorts 24 membership. The members were not charged a fee. It was 25 provided to them as club members, and Timescape Resorts paid</p>
<p>1 wanted to offer, it sounded like you wanted to offer 2 something for international visitors. Is that true?</p> <p>3 A. Yeah. I wanted a product that we could offer to 4 those who didn't buy Ascendant Holidays package.</p> <p>5 Q. And what does the international aspect have to do 6 with it?</p> <p>7 A. Well, you asked me about why somebody might be 8 disqualified, and I told you that occasionally they don't 9 have a FICO score. And occasionally they would not get the 10 full presentation, I thought. I mean, I --</p> <p>11 Q. So when you say they wouldn't get the full 12 presentation, is that because someone at Ascendant Holidays 13 would realize they weren't qualified in their definition and 14 just decided not to sell to them?</p> <p>15 A. That could be one way.</p> <p>16 Q. And were these people, these international 17 visitors from anywhere in particular --</p> <p>18 A. No.</p> <p>19 Q. -- or anywhere predominantly?</p> <p>20 A. No.</p> <p>21 Q. Okay. From all over the world?</p> <p>22 A. Yeah. Orlando, Florida, it's an international 23 travel location, so all over the world.</p> <p>24 Q. I gotcha. And at these sales presentations, RCI 25 memberships, you mentioned the RCI benefit, but RCI</p>	<p>Page 122</p> <p>1 the renewal, the annual renewal fees. As --</p> <p>2 Q. But that's -- go ahead.</p> <p>3 A. As far as Ascendant, I'd have to read this 4 document to see how that worked. Page 3, Paragraph 4 states 5 that the member, after the initial year, would pay the sum 6 of \$139.</p> <p>7 Q. And they pay that to whom?</p> <p>8 A. I don't know. This is --</p> <p>9 Q. Do they pay that to RCI or to Ascendant or 10 Timescape?</p> <p>11 A. I wasn't under control of that, so I don't know 12 how Ascendant Holidays handled that.</p> <p>13 Q. But you think RCI got -- received money for this 14 arrangement, is that right?</p> <p>15 A. Well, I'm, I'm aware that there's an annual fee 16 paid by, paid on behalf of my members and it's paid to RCI.</p> <p>17 Q. Okay. Thank you. Do you know who Orlando Arroyo 18 is?</p> <p>19 A. Yes.</p> <p>20 Q. Who is that?</p> <p>21 A. Well, he's somebody mentioned in this litigation. 22 I've met him twice. I believe he's an owner of property in 23 Mexico.</p> <p>24 Q. What kind of property?</p> <p>25 A. Hospitality property.</p>

<p>Page 165</p> <p>1 Q. What was the benefit?</p> <p>2 A. Well, if they bought an AH membership, they would</p> <p>3 earn the commission outlined in this agreement.</p> <p>4 Q. But what would Timescape earn?</p> <p>5 A. Ten percent of the sales price.</p> <p>6 Q. Okay. Ten percent of the sale at the sales</p> <p>7 presentation?</p> <p>8 A. Uh-huh.</p> <p>9 Q. Okay. Does Timescape still have a relationship</p> <p>10 with RCI?</p> <p>11 A. No.</p> <p>12 Q. Did that end in 2021?</p> <p>13 A. I believe it ended at the closing of the asset</p> <p>14 sale in March 31st, 2020.</p> <p>15 Q. Okay. And how often between 2018 and 2020 did you</p> <p>16 see Jorge Bravo in person?</p> <p>17 MR. CUMMINGS: Form.</p> <p>18 A. I haven't seen him since 2020. I don't know, five</p> <p>19 to ten times, maybe.</p> <p>20 BY MR. ESCANO:</p> <p>21 Q. Five to ten times between 2018 to 2021 total?</p> <p>22 A. As I said, I didn't see him in 2020 or '21. I</p> <p>23 haven't seen him since, you know, COVID really. So from</p> <p>24 2017, '18 and '19, rarely. If I saw him in the sales center</p> <p>25 doesn't mean he saw me, but we didn't meet regularly.</p>	<p>Page 167</p> <p>1 MR. ESCANO: Perfect. Mr. Cummings, I'm all done</p> <p>2 with my questioning. You are more than -- you can ask</p> <p>3 your questions if you have any.</p> <p>4 MR. CUMMINGS: I have no questions. Mr. Wylie?</p> <p>5 MR. WYLIE: None from me.</p> <p>6 MR. CUMMINGS: Okay. Mr. Bradley will read. And</p> <p>7 we'll take a copy if it's ordered. And I'm going to</p> <p>8 have to follow up on the video, but I'll confer with my</p> <p>9 client.</p> <p>10 (This deposition concluded at 4:21 p.m.)</p>
<p>Page 166</p> <p>1 Q. So about, so between 2018 and 2020, did you say</p> <p>2 how many times?</p> <p>3 A. I don't know, 10 times, could have been 20. It</p> <p>4 wasn't a regular meeting or anything like that.</p> <p>5 Q. And you guys spoke in person at some of these?</p> <p>6 A. Yes.</p> <p>7 Q. Have you heard of Sorag, Inc., a company called</p> <p>8 Sorag, Inc., spelled S-O-R-A-G, Inc.?</p> <p>9 A. Only through this litigation.</p> <p>10 Q. Are you aware it's a manager of Ascendant</p> <p>11 Holidays?</p> <p>12 A. Well, through this litigation, I've learned that.</p> <p>13 Q. And are you aware of Sorag, Inc. is controlled by</p> <p>14 Orlando Arroyo?</p> <p>15 MR. CUMMINGS: Object to the form.</p> <p>16 A. I'm not aware of that.</p> <p>17 BY MR. ESCANO:</p> <p>18 Q. Have you ever discussed the settlement discussions</p> <p>19 in this case with anyone other than your attorneys?</p> <p>20 A. No.</p> <p>21 MR. ESCANO: We can go off the record for about,</p> <p>22 let's do five minutes.</p> <p>23 (Recess was held from 4:16 p.m. until 4:20 p.m.)</p> <p>24 MR. ESCANO: Mr. Wylie, are you back?</p> <p>25 MR. WYLIE: Never went anywhere.</p>	<p>Page 168</p> <p>1 CERTIFICATE OF OATH</p> <p>2</p> <p>3</p> <p>4</p> <p>5 IN THE UNITED STATES DISTRICT:</p> <p>6 FOR THE DISTRICT OF NEW MEXICO:</p> <p>7 Case No. 2:22-cv-00360-DHU-GJF</p> <p>8</p> <p>9</p> <p>10</p> <p>11 I, the undersigned authority, certify that Stephen</p> <p>12 Bradley personally appeared before me and was duly sworn.</p> <p>13 He produced a Florida driver's license as</p> <p>14 identification.</p> <p>15 WITNESS my hand and official seal this 25th day of</p> <p>16 September, 2023.</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p><i>Sharon A. Snell</i></p> <p>SHARON A. SNELL Court Reporter, Notary Public, State of Florida Notary Commission Expires: December 23, 2026</p>

REPORTER'S DEPOSITION CERTIFICATE

Case No. 2:22-cv-00360-DHU-GJF

Dated this 9th day of October, 2023.

Sharon A. Smith

STEPHEN BRADLEY